

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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LAURA PROPST, et al.,

Plaintiffs,

- v -

ASSOCIATION OF FLIGHT ATTENDANTS,  
et al.,

Defendants.  
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MEMORANDUM

CV-06-606 (NG)(VVP)

The court has received letters from two of the plaintiffs named in this action, Catherine E. Boys and Teresa Morales, each of whom represent that they did not authorize the action to proceed on their behalf and each of whom seek dismissal of the complaint. At a conference on May 3, 2006 attended by counsel for the plaintiffs and by an attorney who made a limited appearance on behalf of US Airways, Inc., the court determined that in order to clarify the authorization of the plaintiffs' counsel to proceed on behalf of the plaintiffs, the plaintiffs' counsel would be required to have a signed retainer agreement in his possession for each plaintiff he represented in this action. The plaintiffs' counsel was further given leave to file an amended complaint naming only those plaintiffs from whom he had received a signed retainer agreement. As the original complaint has not yet been served on any defendant, the effect of filing the amended complaint will have the effect of dismissing from the case, without prejudice, any previously named plaintiff who is not named in the amended complaint. The court deemed dismissal of the entire original complaint to be unnecessary, and indeed such a dismissal could have unintended negative consequences for the claims of plaintiffs who wish to proceed with the action.

The court further directed the plaintiffs' counsel to transmit a letter to all named plaintiffs for whom he did not possess a signed retainer agreement advising them of the need to provide him with a signed retainer agreement if they wished to proceed as plaintiffs. In accordance with the court's further direction, the plaintiffs' counsel has submitted a draft of the letter for review by the court. Upon review the court finds the letter acceptable with the following two modifications:

1. As to the first paragraph bearing the number "1)", the first sentence should read, "If you do not respond, I will consider your answer to be "No." ";
2. As to the second paragraph bearing the number "2)" (i.e., the penultimate paragraph of the letter), the second sentence in brackets should read, "[In this case, it is your responsibility to assure that the retainer agreement is received by me; by court order I cannot represent you, and you will not remain a plaintiff, unless I possess a retainer agreement signed by you.]"

**SO ORDERED:**

*Viktor V. Pohorelsky*

VIKTOR V. POHORELSKY  
United States Magistrate Judge

Dated: Brooklyn, New York  
May 8, 2006